

A. G. Contract No. KR94 1734TRN
ECS File: JPA 94-117
MC No. CS951048
Project/TRACS: FTA/G2932 07P
Section: Rural Maricopa County
Transit Study

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 5 October, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
MARICOPA COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County desire to evaluate and plan
additional methods of providing, coordinating and financing
transit services to suburbanized and rural unincorporated areas
of the County via a transit study to be administered by the
County in two phases, at an estimated cost of \$60,000.00, which
will ultimately produce a Transit Operations Plan, all in
accordance with Exhibit A, which is attached hereto and made a
part hereof. This agreement is to define the terms of the
financing of the study and the responsibilities of the parties
hereto.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>19020</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/05/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The State will:

a. Confer with the County in the selection of a professional transit planning consultant to accomplish the project.

b. Review progress reports and submittals and provide comments to the County or the consultant as appropriate. Review and approve the final report prior to the County's final payment to the consultant.

c. Contribute a maximum of \$48,000.00 to the project. Be responsible for any consultant claims for extra compensation attributable to the State.

d. No more often than monthly, reimburse the County on an actual cost basis, in a total amount not to exceed \$48,000.00, within thirty (30) days after receipt and approval of invoices.

2. The County will:

a. Using State approved procedures, advertise for, and with the concurrence of the State, select and hire a professional transit planning consultant to accomplish the project. Be the lead agency for the Project. Comply with all state procurement statutes, rules and regulations.

b. Provide the State timely copies of project progress reports and submittals, and insure the incorporation of State review comments. Provide the State a copy of the final report, and obtain the State's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Participate in the project in the amount of a \$12,000.00 match, and be responsible for all costs over and above the State's \$48,000.00 share, and for any consultant claims for extra compensation attributable to the County.

d. No more often than monthly, invoice the State on an actual cost basis, with no profit or fee, in an amount not to exceed \$48,000.00, for the State share of the project.

III. MISCELLANEOUS PROVISIONS

1. Should the Project not be completed, be partially completed, or be completed at a lower cost than the amount paid, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

2. This agreement shall become effective upon filing with the Secretary of State, and shall remain in force and effect until 2 September 1995; provided, however, that this agreement may be cancelled at any time prior to the award of a consultant contract, upon thirty (30) days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Maricopa County
Associate County Manager
for Public Works/Highways
221 E. Olympic Drive
Phoenix, AZ 85040

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By Betsey Bayless
BETSEY BAYLESS, Chairman
Board of Supervisors

By Harry A. Reed
HARRY A. REED, Director
Transportation Planning
Division

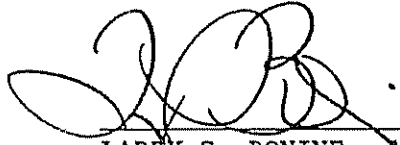
ATTEST

9/7/94
By Erin McCarroll
ERIN MCCARROLL
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 13th day of July 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with Maricopa County for the purpose of defining responsibilities for the joint participation in a rural Maricopa County Transit study.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

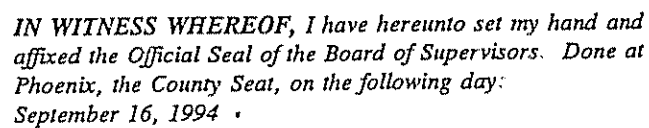


LARRY S. BONINE
Director

Office of the Clerk

I, Fran McCarroll, Clerk of the Board of Supervisors do hereby Certify that the attached is a true and correct excerpt from the minutes of the meeting of the Board of Supervisors held September 7, 1994:

Motion was made by Supervisor King, seconded by Supervisor Wilcox, and unanimously carried to approve an Intergovernmental Agreement with Arizona Department of Transportation which provides for ADOT to reimburse the County for those costs agreed upon in connection with a rural transit plan for unincorporated Maricopa County. The total cost of the study is estimated to be \$60,000. ADOT's contribution will be up to \$48,000 and the County's match will be \$12,000. (CS951048) (TD16594)



Ed Voss
Clerk of the Board of Supervisors

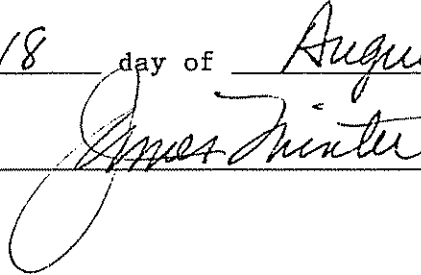
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APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed agreement between the ARIZONA DEPARTMENT OF TRANSPORTATION and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 18 day of August, 1994.

By

A handwritten signature in cursive script, appearing to read "James Winter", is written over a horizontal line.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

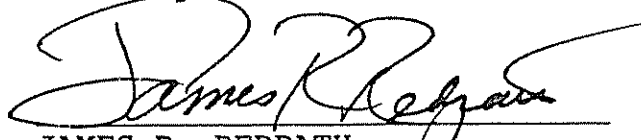
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-1734-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of September, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8577G